United States of America

Federal District Court of Massachusetts

Docket #

Complaint

George T. O'Brine

Vs.

Eugene Chappell

And

Department of Veterans Affairs

And

John Kerry

Count 1

1. The plaintiff is George T. O'Brine. He has a principal place of business at 24 Main Street, Peabody, Massachusetts. The plaintiff is a licensed attorney in the state of Massachusetts and the federal district court of Massachusetts.
2. The defendant is Eugene Chappell. The plaintiff believes Mr. Chappell's present address is 2 Father Jacobee Road, Apt. 224, East Boston, Massachusetts, 02128. Mr. Chappell's mailing address is Eugene J. Chappell c/o of L .Kerrigan, PO. Box 98, East Boston, Massachusetts 02128.
3. In September of 2008, the plaintiff and the defendant entered into a contract of legal representation.
4. The terms of that contract called for the said the said Eugene Chappell to employ the plaintiff to get his veteran's benefits reinstated including back benefits seized from the plaintiff because of a warrant issued from the East Boston District Court. The consideration for this legal work done by the plaintiff for the defendant was that either the defendant or the veteran's Administration was to pay the plaintiff 20% of the proceeds of any award.
5. The plaintiff worked diligently on this matter, making some progress through April of 2010.
6. On April 14, 2010, the defendant walked in to the plaintiff's office with a hand written strange note discharging the plaintiff.
7. The defendant in an agitated manner rambled on and on stating that senator Kerry's friend had taken care of him.

8. The defendant then produced a second note dated march 4, 2010 from Daniel Osendorf to the Honorable John Kerry to the attention of Greg Stewart stating that if the warrant were expunged from his record Mr. Chappell would be able to get his benefits including back benefits
9. I informed Mr. Chappell that part of the problem I had been trying to finesse is that warrants cannot be expunged in Massachusetts and that "We may have to go to the Massachusetts appellate courts".
10. Mr. Chappell stated "Kerry would do it for him now so his friend could collect his fee".
11. In fact, Mr. Chappell's warrant was expunged by a Justice of the East Boston District Court - an action that Justice knew and Mr. Kerry's staffer knew or should have known violated Massachusetts custom and practice case law and/or statutory law.

12. I received no compensation for diligently working on a matter ethically and morally and tolerating Mr. Chappell's less then civil conduct and requests for two and one half years.

13. Wherefore plaintiff demands 20% of whatever sums Mr. Chappell was granted by the Veteran's Administration or whatever amount this court deems fitting and just and all court costs incidental costs and attorney fees be paid by this defendant. Plaintiff believes but does not know that the contractual sum of money is approximately $ 42,000.

Count 2

14. The plaintiff is George T. O'Brine. Mr. O'Brine is a duly licensed attorney in the commonwealth of Massachusetts. He has a principal place of business at 24 Main Street, Peabody, Massachusetts.

15. The defendant is The Veteran's Department, subdivision debt management center, Bishop Henry Whipple Federal building 1 Federal Drive, Fort Snelling, Minnesota. That federal department has a sub office in Boston, Massachusetts and a main office at 810 Vermont Avenue N.W. Washington, D.C

16. In September of 2008, Attorney O'Brine and Eugene Chapel entered into a contract of legal employment. That contract was codified by a writing drafted and signed in September 2008. The memorandum of this contract was mailed to the stated defendant at various places including the above described subdivision of the defendant. T he terms of that contract required the plaintiff to perform legal services for the defendant and if successful to receive 20% of the award from either Mr. Chappell or the Veteran's Administration. At all times Mr. O'Brine performed his duties diligently under the terms of this contract.

17. At all times relevant to the events named in this complaint the Veteran's Department and in particular agents of the Veteran's Department, Debt Management Center, Bishop Henry Whipple Federal Building, Fort Snelling, Minnesota had knowledge of the contract between Mr. Chappell and Attorney O'Brine.

18. Sometime before March 4, 2010, an unnamed agent of director Daniel Osendorf arranged with members of Senator Kerry's office to practice law in Massachusetts and by the unauthorized practice of ;aw in both the deprive Attorney O'Brine acquiring his contractual fee for services rendered. In addition, that unauthorized practice of law caused Massachusetts law to be violated by having a warrant recalled secretly and without a change in statutory or case law.

19. A letter signed by an agent of Daniel Osendorf dated March 4, 2010, addressed to Senator Kerry clearly outlines the steps the agent of Mr. Osendorf thought were needed for Mr. Chappell to reacquire his veteran's benefits.

20. That letter contained statements and actions that could not be done in Massachusetts and also was made after many attempts by me to get cooperation from the Department of Veterans Affairs in even getting a hearing date for Mr. Chappell to air his grievances.

21. Attorney O'Brine stated it was negligent supervision by Daniel Osendorf that allowed his subordinate to:

    A. Practice law in Massachusetts without a license necessitating at best an action by an East Boston District Court judge that was contrary to Massachusetts court procedure, case law, rules of court and statutory law
    B. Knowingly violate the terms of a contract between Mr. Chappell and Attorney O'Brine.
    C. Knowingly and with the aid of a staffer from Senator Kerry's Boston office one Greg Stewart knowingly violate the ethical standards of an employee of the Veteran's department and a staffer of a United States Senator's office.

22. As result of the negligent supervision of Mr. Osendorf, of his subordinate's activities described above, Mr. Kerry's staff member was able to do an unknown friend of Mr. Kerry's a favor enabling that friend to collect a fee for services rendered ethically and morally by Attorney O'Brine.

23. Plaintiff asserts that a federal tort claims act letter was timely sent to all federal agencies and employees and that the 180 day time period for filing this lawsuit has not lapsed.

24. Wherefore plaintiff asks for the contractual fee obligation to be paid by the Veteran's Administration and order all costs including court costs, incidental costs, and costs of Attorney O'Brine's time to be assessed against the defendant. Plaintiff believes but does not know that sum is $42,000.00 +/-.

Count 111

25. The plaintiff is George T. O'Brine. He has a place of business at 24 main Street, Peabody, Massachusetts.

26. The defendant is John Kerry. He has a place of business at One Bowdoin Square, Boston, Massachusetts.

27. Plaintiff restates paragraphs 16 through 20 expressly as if pleaded.

28. The defendant, Mr. Kerry, is the supervisor of one Greg Stewart. Mr. Stewart, aided and abetted, by the agent of Daniel Osendorf illegally engages in the practice of law knowing that his actions would deprive Attorney O'Brine of his rightfully earned legal fee.

29. In addition, when the advice of Mr. Osendorf's agent proved to be contrary to Massachusetts law, Mr. Stewart either prevailed on a Justice of The East Boston District Court or aided a third party to have a justice of The East Boston Court to ignore the law that prevented warrants from being expunged from records. All of these actions should have been known and stopped from happening by Mr. Kerry and would have been had had Mr. Kerry properly supervised his staff.

30. The failure of Mr. Kerry to supervise his staff in a proper manner was negligent supervision by Mr. Kerry. Mr. John Kerry's negligent supervision of the activities of Mr. Stewart allowed Mr. Stewart to engage in, ***at best***, highly questionable ethical conduct; and, more probably conduct which was contrary to Massachusetts law. That conduct caused Mr. O'Brine to be denied his contractual rights of compensation from either Mr. Chappell or The Veteran's Administration.

31. A letter and form meeting the standards of the Federal Tort Claim Act were presented in a timely fashion to Mr. Kerry and other Federal offices that the plaintiff was directed to send this letter and form. This suit is filed within a hundred and eighty days of that time period.

32. Wherefore plaintiff prays that this court award him the fee he was to receive under the terms of the contract between himself and Mr. Chappell. Plaintiff also asks for court costs, incidental costs and attorney fees in this matter. Plaintiff believes but does not know that the contractual sum of money due Attorney O'Brine is $42,000 +/-.

Respectfully Submitted,

George T O'Brine

See next Page.

George T.O'Brine

24 Main Street

Peabody, Massachusetts 01960

978-532-6534

BBO. 376295

Plaintiff demands a trial by jury on all counts.

Disclosure Statement of plaintiff

I am George T. O'Brine, a po dunk registered lawyer of The Federal District Court of Massachusetts and by examination The Commonwealth of Massachusetts and the State of New Hampshire with a place of business located at 24 main Street, Peabody, Massachusetts. I, to the best of my knowledge, have not had or have ever had any contact business or professional with anybody assigned to this matter in a judicial capacity.